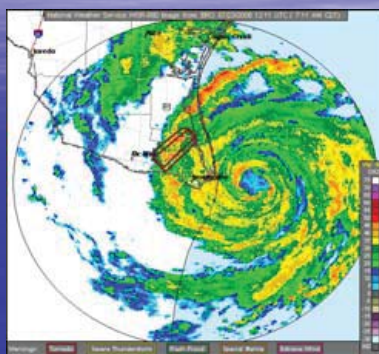


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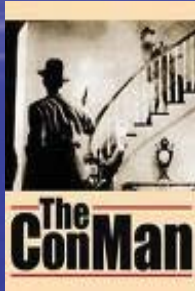
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# Insurance Update 2018



- Editor in Chief of *The Journal of Texas Insurance Law* (2013-2016).
- Chair Elect, Insurance Law Section, State Bar of Texas.
- Over 25 years handling water damage insurance claims.
- Author: "Coverage for Ensuing Water Damage under Texas Property Insurance Policies," *South Texas Law Review* 46, no. 4 (Summer 2005) 1247-1281.
- Executive Director, Texas Center for Legal Ethics [2007-2009].

# CONDITIONS



- Separately listed as such
- Require action by insured
- Are waivable
- Are excusable
- Substantial compliance
- Abatement = remedy

# EXCLUSIONS

- Were waivable in liability policies under *Tilley* and “the *Wilkinson* Exception”
- “it follows from these general principles that, if an insurer assumes the insured's defense without obtaining a reservation of rights or a non-waiver agreement and with knowledge of the facts indicating noncoverage, all policy defenses, including those of noncoverage, are waived, or the insurer may be estopped from raising them.”
- *Texas County Mutual Insurance Co. v. Wilkinson*, [601 S.W.2d 520](#) @ 523 (Tex.Civ.App.-Austin 1980, writ ref'd n.r.e.)

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"Insurance Litigation Post-Harvey"